

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-11-61058

HUD# 07-11-0681-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

NORMAN MENEFEE

PO Box 35

Cedar Falls, Iowa 50613

CHARLES MENEFEE

PO Box 35

Cedar Falls, Iowa 50613

COMPLAINANT

JAZZMEN PARKES

Cedar Falls, Iowa

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondent Norman Menefee, co-property owner, denied her an application and an opportunity to rent his apartment based on her familial status and race (African American) (By Association). Complainant alleged Respondent Menefee told her, "Oh we're looking for someone more quiet because there are a lot of college kids around here, and it gets pretty loud, and we're trying to quiet it down, and your son would probably be a little bit too loud." Later in the conversation, according to Complainant, Respondent Menefee stated Complainant and her family (African American boyfriend, Lance Carroll, and bi-racial son, Desean Kemp) "were not fit for the place [the subject unit]." Complainant also alleged Respondent Norman Menefee would not make eye contact with her African American boyfriend, Lance Carroll, and would not respond to any of his questions. Respondents own or manage the 2-bedroom subject property located at 322 Cedar Crest Drive, Cedar Falls, Iowa 50613.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

3. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

4. Complainant and Aggrieved Party, Lance Carroll, hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant and Aggrieved Party, Lance Carroll, agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

5. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

8. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the

race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. 42 U.S.C. 3604(a); Iowa Code § 216.8(1)(a).

9. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion, or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited. 42 U.S.C. 3604(c); Iowa Code § 216.8(1)(c).

10. Respondents agree Respondent Norman Menefee will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding fair housing for families with children. The training will also cover the legal consequences of making discriminatory statements and decisions based on race and/or familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

11. Respondent Norman Menefee agrees to provide a sincere Letter of Apology to the Complainant, her son, Desean Kemp and boyfriend, Lance Carroll. Respondent Norman Menefee agrees to apologize for the way Complainant believes she, her son and boyfriend were treated when they inquired about renting the subject apartment. Respondent Menefee will state he is sorry for the statements he made during their June 7, 2011 meeting and that he is sorry he did not offer them a rental application. Respondent Menefee will also state that familial status and race will not be factors in any future rental decisions. Respondent Menefee also agrees to send a copy of the Letter of Apology to the Commission, to the attention of Greg Klein, within seven (7) days of Respondent's receipt of a Closing Letter from the Commission

12. Respondents agree to pay Complainant, Jazzmen Parkes, \$7,800.00, less no deductions. Respondents agree to make the check out to Jazzmen Parkes, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. The

Commission with send the settlement check with a copy of the fully executed Predetermination Settlement Agreement to the Complainant.

---

Norman Menefee, RESPONDENT	Date
----------------------------	------

---

Charles Menefee, RESPONDENT	Date
-----------------------------	------

---

Jazzmen Parkes, COMPLAINANT	Date
-----------------------------	------

---

Lance Carroll, AGGRIEVED PARTY	Date
--------------------------------	------

---

Beth Townsend, DIRECTOR

Iowa Civil Rights Commission

Date